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Attorneys for Plaintiffs
 ASA Farms, Inc. and Braga Ranch

IN THE UNITED STATES DISTRICT COURT

FOR THE NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

ASA FARMS, INC., a California corporation and
 BRAGA RANCH,

Plaintiffs,

v.

FRESH 'N HEALTHY, INC., a Delaware
 corporation, MARK WILLIAMS, an individual;
 JACK PARSON, an individual; STEVEN
 CINELLI, an individual; CHAD HAGEN, an
 individual, SANTOS MARTINEZ, an individual;
 DON BEAM, an individual; DARRYL
 NICHOLSON, an individual; RICHARD MAY,
 an individual; THOMAS COLOGNA, an
 individual; PRESTWICK PARTNERS, LLC, a
 California limited liability company; SOLSTICE
 VENTURE PARTNERS, LLC, a business entity
 form unknown; VFINANCE INVESTMENTS, a
 business entity form unknown; FMP
 VINEYARD, LLC, a New Mexico limited
 liability company; BUTTONWOOD OPTION,
 LLC, a business entity form unknown; DW, LLC,
 a business entity form unknown; M SOLAZZO
 TRUST 2002; P. SOLAZZO 1998; GIBBONS
 FAMILY TRUST; BIXLER TRUST;
 STEIGERWALD TRUST and CARTER TRUST,
 COMERICA BANK and DOES 2 through 50,
 inclusive,

Defendants.

Case No. C08-00122JF

**STIPULATION FOR DISMISSAL
 OF PACA CLAIM BY PLAINTIFFS
 ASA FARMS, INC. AND BRAGA
 RANCH OF ALL DEFENDANTS**

[Fed. R. Civ. P. 41(a)(1)]

1. Plaintiffs ASA Farms, Inc. and Braga Ranch hereby stipulate and agree through their
2 respective counsel that the above-captioned complaint be dismissed as against all defendants
3 appearing in the matter, without prejudice, with each party to bear its own costs and attorneys'
4 fees pursuant to Rule 41(a)(1) of the Federal Rules of Civil Procedure.

5 Dated: May 30, 2008

LOMBARDO & GILLES, LLP

6
7 By: Kelly Sutherland
8 Kelly McCarthy Sutherland
9 Attorneys for Plaintiffs
ASA Farms, Inc., and Braga Ranch

10 Dated: May 30, 2008

NOLAND, HAMERLY, ETIENNE & HOSS

11
12 By: Terrence R. O'Connor
13 Attorneys for Defendant
Jack Parsons

14 Dated: May 30, 2008

ANASTASSIOU & ASSOCIATES

15
16 By: Effie P. Anastassiou
17 Attorneys for Intervenor
Oceano Packing Company, LLC

18 Dated: May 30, 2008

BUCHALTER NEMER PC

19
20 By: Robert Izmirian
21 Attorneys for Defendant
Comerica Bank

22 Dated: May 30, 2008

MURRAY and MURRAY

23
24 By: Ivan Jen
25 Attorneys for Defendant
26 Fresh 'N Healthy, Inc.

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P.03/03

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